

**Staff  
Summary  
Report**

---



**To: Mayor & City Council**  
**Through: City Manager**

**Agenda Item Number** *26*  
**Meeting Date** 5/31/01

**SUBJECT:** Lease Agreement between Tempe High School District and the City of Tempe for Benedict Fields.

**PREPARED BY:** Mark Richwine, Deputy Manager Community Services Parks & Recreation (350-5325)

**REVIEWED BY:** Tom Canasi, Community Services Manager (350-5305)

**BRIEF:** Request approval of a Lease Agreement between the Tempe Union High School District and the City of Tempe for the use of Benedict Fields.

**COMMENTS:** **TEMPE UNION HIGH SCHOOL DIST LEASE (0708-01)** Request to approve a Lease Agreement between the Tempe Union High School District and the City of Tempe for the use of Benedict Fields located at the northwest corner of Guadalupe and Kyrene Roads for a term effective January 1, 2001 and terminating December 15, 2015. The parties will have the option of extending this Lease Agreement for two (2) five (5) year periods.

**Document Name:** (20010531csmr01) **Supporting Documents:** Yes

**SUMMARY:** The Tempe Union High School District and the City previously entered into a Lease Agreement beginning February 11, 1986 and expiring January 1, 2001. The District and the City desire to continue the relationship by which the City has constructed and maintains the Benedict Fields complex for the benefit of the youth in the community on land owned by the Tempe Union High School District. Tempe will perform routine maintenance, keep all structures in good repair and pay all utility charges.

**FISCAL NOTE:** The City will pay the District the sum of One Dollar (\$1.00) per year.

**RECOMMENDATION:** Staff recommends approval of this Lease Agreement.

LEASE AGREEMENT BETWEEN TEMPE  
HIGH SCHOOL DISTRICT AND THE  
CITY OF TEMPE FOR BENEDICT FIELDS

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between Tempe Union High School District, a duly organized and existing school district under the laws of Arizona, hereinafter referred to as "District" and the City of Tempe, a municipal corporation, organized and existing under the laws of Arizona, hereinafter referred to as "Tempe".

WHEREAS, the parties hereto have previously entered into a Lease Agreement beginning in February of 1986 and expiring by its terms on January 1, 2001; and

WHEREAS, the parties desire to continue the relationship by which the City of Tempe has constructed and maintains the Benedict Fields complex for the benefit of the youth in the community on land owned by the Tempe High School District. The parties therefore agree as follows:

1. The District does hereby lease to Tempe the property and improvements located thereon as more particularly described in the attached Exhibits "A" and "B" upon the terms and conditions herein set forth.
2. The term of this agreement shall begin effective January 1, 2001 and shall terminate on December 31, 2015. The parties shall have the option of extending this Lease Agreement for two (2) five (5) year option periods which will be exercised by the mutual written acknowledgment of Tempe and the District .
3. Tempe shall have and hold the premises described in Exhibit "A" located at the northwest corner of Guadalupe and Kyrene Roads within the City of Tempe for which it agrees to pay on or before the 15<sup>th</sup> day of January of each year the sum of One Dollar (\$1.00). Tempe further agrees to allow the District to use the fields on a scheduled availability basis similar to current usage by Tempe of District's other premises.
4. Tempe has constructed upon the lease premises those improvements as depicted on Exhibit "B" attached hereto. Tempe shall perform all routine maintenance of the leased premises and keep all structures thereon in good repair.
5. District and Tempe agree that all improvements situated on the leased premises depicted on Exhibit "B" shall be at the expiration of the lease part of the real property and shall be surrendered to the District upon the termination of the terms set forth in the this lease; provided, however, should the District terminate this agreement prior to the expiration of the term herein, Tempe may remove at its own expense all improvements and restore the premises to its original condition, ordinary wear and tear excepted.
6. Tempe shall provide and pay all utility charges throughout the term of this agreement.

7. Tempe shall provide and maintain the parking area including the landscape maintenance for the parking areas as described in Exhibits "A" and "B". The District has constructed Compadre High School at the location depicted on Exhibit "A". The parties hereto agree that the District retains a priority to park, from 7 AM to 9 PM on days the school is in session, in that portion of the parking area constructed and maintained by Tempe which is south of the school to the schools eastern boundary.

8. The District retains an easement on the property leased to Tempe for the drainage of storm water from the District's property onto the fields constructed and maintained by Tempe as depicted on Exhibit "B". The District has constructed Compadre High School on property formerly leased to Tempe and across which Tempe had previously installed sprinkler irrigation, flood irrigation, storm water drainage, and electrical lines. These lines will continue to be maintained by Tempe. The District hereby grants to Tempe an easement for these lines. The District as part of constructing Compadre High School has installed across the property leased to Tempe sewer and electrical lines to serve the school. Tempe acknowledges and consents to the District retaining an easement for these lines.

9. Tempe shall not assign, sublet or delegate any of its rights or obligations under this lease without the prior written consent of the District. Any such consent of the District shall not be construed to relieve Tempe of its liabilities hereunder.

10. (a) Tempe covenants and agrees to indemnify and save harmless the District against any and all claims for any loss or damage to the person or property of others arising from the conduct or management of any use whatsoever done in or about the leased premises during the term of this lease by Tempe or by its employees, agents, sublessees, assignees, licensees or guests of Tempe; and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon; and in case any action or proceeding shall be brought against the District by reason of any such claim, based upon the conduct of Tempe or by the conduct of sublessees, employees, agents, assignees, licensees or guests of Tempe, Tempe on notice from the District shall resist and defend such action or proceeding by counsel satisfactory to the District. The District acknowledges and agrees that Tempe is self-insured.

10. (b) District covenants and agrees to indemnify and save harmless Tempe against any and all claims for any loss or damage to the person or property of others arising from the conduct or management of any use whatsoever done in or about the lease premises during the term of this lease by the District or by the employees, agents, sublessees, assignees, licensees or guests of the District; and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon; and in case any action or proceeding shall be brought against Tempe by reason of any such claim, based upon the conduct of the District or by the conduct of sublessees, employees, agents, assignees, licensees or guests of the District, the District on notice from Tempe shall resist and defend such action or proceeding by counsel satisfactory to Tempe.

11. All notices to be given under the terms of this lease shall be mailed or delivered to the District at 500 West Guadalupe Road; and all such notices to be given to Tempe shall be mailed or delivered to the City of Tempe, c/o City Manager, P. O. Box 5002, Tempe, Arizona 85280.

12. Any waiver by the District of any breach or breaches by Tempe of any one or more of the covenants, agreements, conditions or obligations herein contained or the acceptance of any delinquent payments shall not bar the District's right to declare a forfeiture or to employ any other rights or remedies of the District in the event of any subsequent breach of any such or other covenants, agreements, conditions or obligations.

13. (a) Either party may terminate this agreement by giving one-year notice of termination. Any holding over with the consent of District after the expiration of the term of this lease shall be deemed a tenancy from month-to-month in an amount equal to the monthly rent specified for the term thereof.

13. (b) Tempe may, upon prior written notice, terminate this lease agreement at the end of any fiscal year during the term of the lease provided that the funds are not available from the governing legislature or funding body for the continued proper maintenance and written continuation of this lease. Tempe's fiscal year ends on June 30<sup>th</sup> each year.

14. This lease together with any supplemental provisions attached hereto constitutes the entire agreement between the parties. The parties previous lease agreement has expired by its terms but is a document considered relevant to the interpretation of past course of conduct between the parties. This lease shall be binding upon the parties hereto and their respective heirs, successors and assignees. Time is of the essence of this lease agreement.

CITY OF TEMPE, a municipal corporation

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

TEMPE UNION HIGH SCHOOL DISTRICT

By: Mary Frances Lee  
President of the Board

ATTEST:

[Signature]  
Clerk of the Board

APPROVED AS TO FORM:

Janis Menell  
Attorney for District

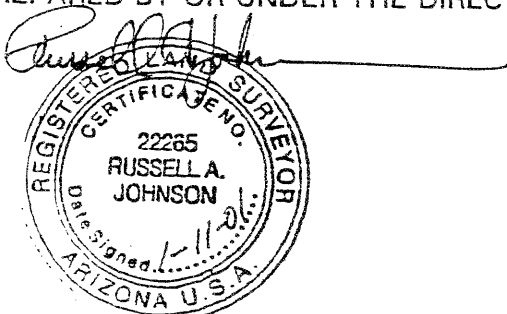
## LEGAL DESCRIPTION FOR CITY OF TEMPE PARK "BENEDICT FIELDS" LEASE

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 4  
EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED  
AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 4;  
THENCE NORTH 89°42'05" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF  
SAID SECTION 4, A DISTANCE OF 996.21 FEET;  
THENCE NORTH 00°17'55" EAST, A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTH  
LINE OF THE SOUTH 55.00 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 4, SAID  
POINT ALSO BEING THE TRUE POINT OF BEGINNING;  
THENCE NORTH 00°09'09" WEST, A DISTANCE OF 201.00 FEET;  
THENCE SOUTH 89°38'48" EAST, A DISTANCE OF 318.84 FEET;  
THENCE NORTH 00°18'09" EAST, A DISTANCE OF 291.96 FEET;  
THENCE NORTH 29°41'51" WEST, A DISTANCE OF 191.62 FEET;  
THENCE NORTH 89°41'51" WEST, A DISTANCE OF 188.17 FEET;  
THENCE NORTH 00°09'09" WEST, A DISTANCE OF 464.27 FEET TO A POINT ON THE NORTH  
LINE OF THAT CERTAIN PARCEL AS DESCRIBED IN DOCKET 4663, PAGE 535, RECORDS OF  
MARICOPA COUNTY, ARIZONA;  
THENCE SOUTH 89°39'06" EAST ALONG SAID NORTH PARCEL LINE, A DISTANCE OF 900.76  
FEET TO A POINT ON THE WEST LINE OF THE EAST 55.00 FEET OF THE SOUTHEAST  
QUARTER OF SAID SECTION 4;  
THENCE SOUTH 00°13'35" EAST ALONG SAID WEST LINE, A DISTANCE OF 1102.13 FEET;  
THENCE SOUTH 45°02'10" WEST, A DISTANCE OF 28.15 FEET TO A POINT ON THE NORTH  
LINE OF THE SOUTH 55.00 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 4;  
THENCE NORTH 89°42'05" WEST ALONG SAID NORTH LINE, A DISTANCE OF 920.70 FEET TO  
THE TRUE POINT OF BEGINNING.

SAID PARCEL BEING IN AND FORMING A PART OF THE CITY OF TEMPE, ARIZONA,  
CONTAINING 20.6201 ACRES MORE OR LESS.

PREPARED BY OR UNDER THE DIRECTION OF



RUSSELL A. JOHNSON, R.L.S.  
ARIZONA REG NO. 22265

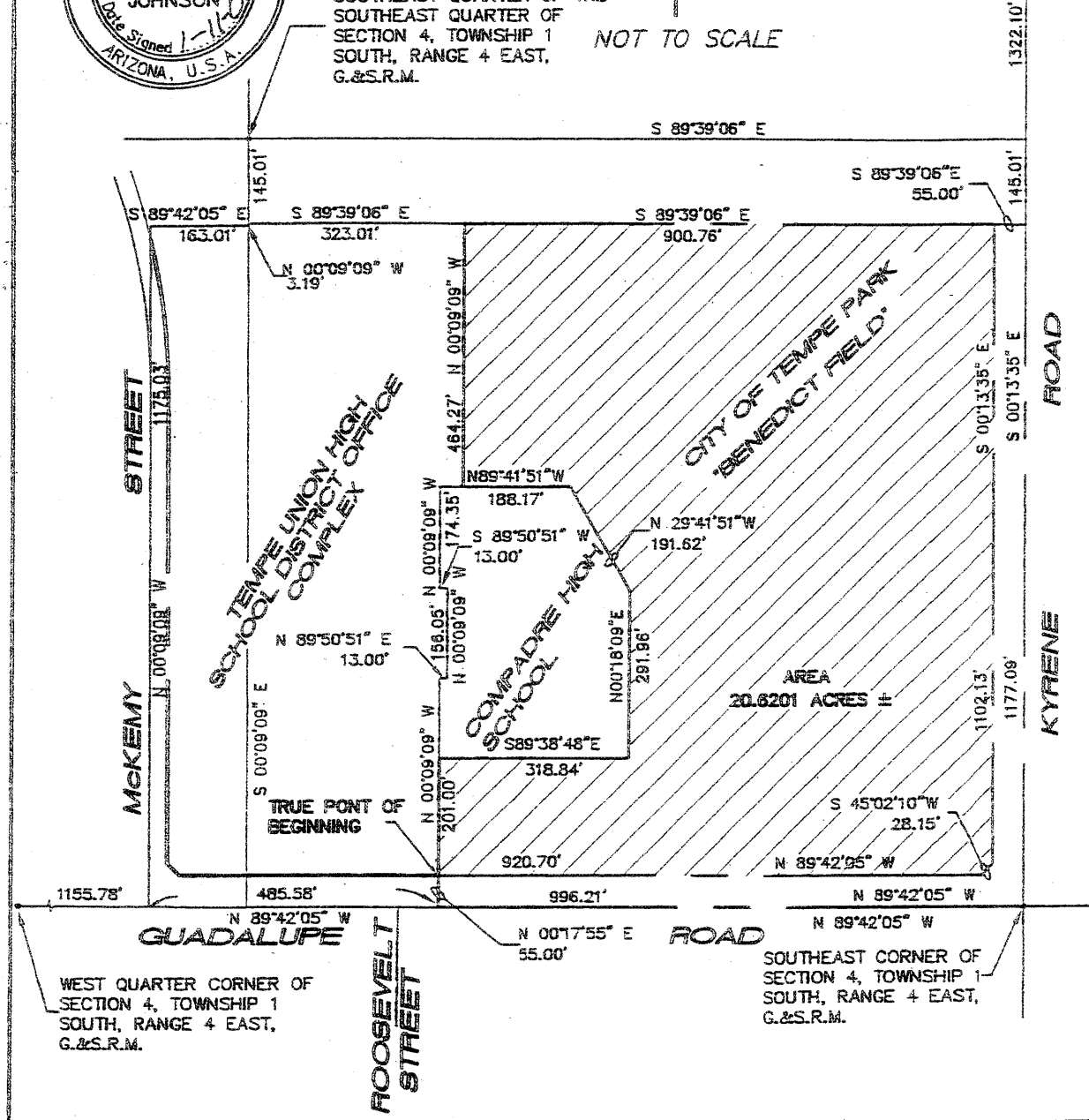
EXHIBIT A  
Page 1 of 2



NORTHWEST CORNER OF THE  
SOUTHEAST QUARTER OF THE  
SOUTHEAST QUARTER OF  
SECTION 4, TOWNSHIP 1  
SOUTH, RANGE 4 EAST,  
G.&S.R.M.

NOT TO SCALE

EAST QUARTER CORNER OF  
SECTION 4, TOWNSHIP 1  
SOUTH, RANGE 4 EAST,  
G.&S.R.M.



TITLE:  
LEGAL DESCRIPTION SKETCH FOR  
BENEDICT FIELDS LEASED AREA PARK  
A PART OF SECTION 4, TOWNSHIP 1  
SOUTH, RANGE 4 EAST, G.&S.R.M.

DES.	DRN.	CKD.	JOB NO.
RAJ	RAJ	JDH	9701-02



HESS - ROUNTREE, INC.  
CONSULTING ENGINEERS & LAND SURVEYORS  
9831 SOUTH 51ST STREET, SUITE C110  
PHOENIX, ARIZONA 85044 (602)498-0244

701025KE.DWG



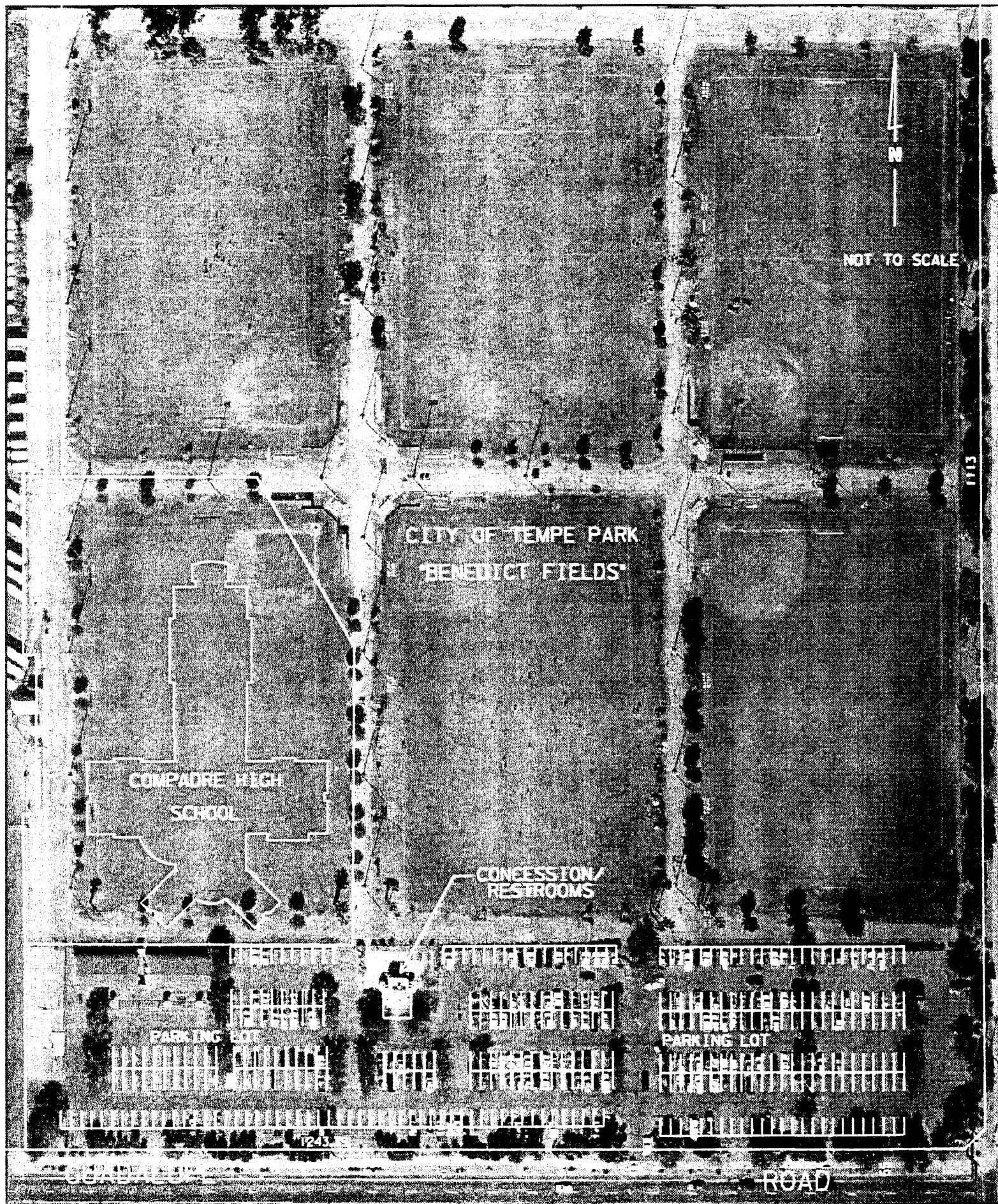


EXHIBIT B